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ing tends to injury of the plaintiffs' trade. See *Pillsbury etc. Co. v. Eagle*, 86 Fed. 608, 30 C. C. A. 386, where Chicago dealers were enjoined by Minnesota manufacturers from falsely branding inferior flour as "Minnesota Patent," or "Minneapolis." See also note 30 C. C. A. 376. In a recent case reported in 106 Fed., the brand "California Pears" was likewise protected as against inferior Eastern fruit.

PERSONAL REPRESENTATIVES—ATTORNEYS' SERVICES.—A subsequent administrator succeeds to all the powers and duties of his predecessor, and takes the assets subject to all the obligations incurred in relation thereto. Where an attorney was employed by an administrator to prosecute a claim for damages against a railroad company for the negligent killing of his intestate, and the administrator was subsequently removed and another appointed in his stead, who at once compromised the suit instituted by the attorney upon the claim, it was *Held*, That the assets in his hands are liable to the payment of the fee of the attorney stipulated for by the first administrator. Such administrators are but successive trustees. If they take the trust fund, they take it subject to all the legal obligations which may attach thereto. *Thompson v. Nowlin* (W. Va.), 41 S. E. 178.

Per Dent, P.:

"This controversy resolves itself into a question as to which of two attorneys should have the third of the money obtained for the death of Wm. J. Gordon, as a fee for services rendered. Plaintiff had an honest, open, and fair contract with the legal administratrix. Defendant, fully aware of this, proceeds to have the administratrix unjustly removed, and himself appointed in her place. Then, without consulting with the plaintiff, he proceeds, with full knowledge of plaintiff's rights and services, to compromise with the Chesapeake & Ohio Railway Company, and obtains the money, removes it from the jurisdiction of the state, and thus defrauds plaintiff of his fee, when it was his duty to have protected him. It is said there is honor even among thieves, and if such be the case, there is no good reason why it should not exist among lawyers—the true conservators of honor. They certainly should not stoop to practices, as against each other, worthy only of the shyster. And when such practices are resorted to, the courts should mete out to the offender even-handed justice. He should not be permitted to escape with his ill-gotten gains beyond their jurisdiction. A high standard of honor should be zealously preserved among the practitioners, and the same should be required of non-resident attorneys, who, as a matter of comity, are permitted to enjoy equal rights with them."

PARTNERSHIP—SETTING ASIDE OF SETTLEMENT FOR FRAUD—TERMS.—A retired partner brought suit to set aside an amicable settlement of the partnership affairs, by which he was paid a consideration for his interest in the assets and good will turned over to the other partner. The grounds alleged were fraud and concealment of the true value of the assets and state of the business. Defendant demurred upon the single ground that complainant did not in his bill offer to pay back to defendant the consideration which he had received. *Held*,

That the demurrer must be overruled. *Menzenhauer v. Schmidt* (Court of Chancery, N. J.), 52 Atl. 156.

Per Pitney, V. C. :

"Now, the scope of the prayer of the bill is not that the partnership relation should be reinstated, but that the dissolution should be judicially declared, and an account taken of the partnership affairs, and the interest of the complainant therein ascertained according to the practice of this court, and the complainant paid that amount. The allegation, which, for present purposes, must be taken to be true, is that the amount of that interest is, and when judicially ascertained will prove to be, much greater than the sum of \$30,000, received by the complainant. In taking the account the complainant, of course, will be charged with so much money received by him from the defendant, and the defendant will be credited with that amount, unless he paid it out of partnership funds. This view of the case shows its marked distinction from a case in which a fraud-doer conveys to the defrauded one an article of merchandise of little value, and by fraud and chicanery induces him to pay for it a sum greater than its value. In such a case the defrauded party cannot recover back his money from the fraud-doer without at the same time handing him back the article of merchandise which he received. He cannot receive the money and keep the object for which it was originally paid. But the principle applicable to such a case does not apply here. If we seek for a parallel to the present case in the sale of a chattel we will more nearly find it in a case where the vendor of the chattel by fraud is induced to part with it for a much less sum than its value, and seeks to recover, not the chattel, but the remainder of its value over and above the amount he has already received. A short statement of the case is that the complainant is seeking the aid of this court to ascertain the real value of his interest in the partnership at the time of the dissolution, and to compel the defendant to pay him the excess over and above what he has already received."

CONTRACTS—REAL ESTATE AGENTS—COMMISSIONS—An owner of land placed it for sale in the hands of a real estate agent, who found a party desirous of buying and used every effort to induce him to buy. The owner was interested in a number of pieces of land in the same vicinity, and said to the agent, "If this piece of property don't suit him (the purchaser), we will sell him any how." Later, without consulting the agent, the owner commenced to deal with the prospective purchaser directly, and finally sold him a piece of land in the neighborhood of the tract originally offered, in which he was interested as a stockholder in the company owning it. The sale was consummated between the parties, and the agent brought suit for his commissions. *Held*, That the evidence made out a *prima facie* case for a recovery. *Gresham v. Connally* (Ga.), 41 S. E. 42.

Per Lewis, J. :

"The defendant in the first instance definitely employed the plaintiff to procure for him a purchaser for a specific piece of property. Had he stopped there, and the plaintiff brought him face to face with a party who purchased, not the property which was the subject of the employment, but a different piece, it is clear that there would have been no right of action for the agent's commissions.